

City of Hartford

Department of Finance
Purchasing Division
550 Main Street
Hartford, Connecticut 06103
860-543-8555

INVITATION TO BID

BID TITLE AND NUMBER: **TERM CONTRACT: SUB-SURFACE DRAINAGE AND
SEWER REPAIRS; #2698**

Sealed bids for the above will be received at the Office of the City Purchasing Agent, Municipal Building, 550 Main Street, Room 100, Hartford, Connecticut until, **BUT NOT LATER THAN 10:00 A.M., E.S.T., WEDNESDAY, FEBRUARY 19, 2003** at which time and place they will be publicly opened, read, and recorded.

BID SURETY REQUIREMENTS ARE WAIVED FOR THIS BID. INSURANCE SHALL BE REQUIRED FROM THE SUCCESSFUL BIDDER.

Bid must be time stamped by Purchasing Receptionist **OR** a member of the Purchasing Staff **BEFORE** the deadline. The wall clocks are not used for this purpose. Be sure that the bid number, deadline date and the name and address of your firm are shown clearly on the bid envelopes. All envelopes must be sealed prior to submission.

If the bid is mailed, please mail bid **SEVERAL DAYS** prior to bid deadline to assure timely delivery. A bid is not considered received until it is in the office of the Purchasing Agent.

The City reserves the right to reject any or all, or any part of any or all bids, if such action is deemed to be in the best interest of the City.

The omission of any of attached papers from bid submitted is not available as defense by bidder in case of his failure to perform his contract in the manner described.

City of Hartford, Connecticut

BY: Stanley J. Staron
Acting Purchasing Agent

BID PREPARED BY: Josephine Williams, Administrative Clerk
Telephone: (860) 543-8555

LEGAL NAME OF BIDDER _____
(Please insert your firm name on this line)

ADVERTISED BID NUMBER: #2698
TITLE: **TERM CONTRACT: SUB-SURFACE DRAINAGE AND SEWER REPAIRS**

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THIS BID DOCUMENT CONTAINS THE ITEMS MARKED WITH AN X:

- (X) BID INVITATION
- (X) BID SCHEDULE: 2 PAGES
- (X) SPECIAL INSTRUCTIONS TO BIDDERS: 4 PAGES
- (X) SPECIFICATIONS: 3 PAGES
- (X) STANDARD FORM OF CONTRACT PROPOSAL (FORM 126/127)
- () WAGE SCALE: PAGE(S)
- () DRAWINGS: NO. _____ DATED _____ SHEETS _____
- () SAMPLES:
- (X) BIDDER'S EEO REPORT
- () OTHER:

ATTACHMENTS FOR INFORMATIONAL PURPOSES

- (X) **SECTION 2-545** OF THE MUNICIPAL CODE: NOTICE OF INVITATION FOR BIDS TO BE PUBLISHED; CONTRACTS LIMITED TO EQUAL OPPORTUNITY EMPLOYERS.
- (X) **SECTION 2-548** OF THE MUNICIPAL CODE: DETERMINING AWARD; REJECTION AND RE-ADVERTISEMENT; CONTRACT; CONTRACTS LIMITED TO THE LOWEST RESPONSIBLE BIDDER.
- () **SECTION 2-559** OF THE MUNICIPAL CODE: SET-ASIDE PROGRAM FOR SMALL CONTRACTORS AND MINORITY BUSINESS ENTERPRISES.
- (X) **SECTION 2-560** OF THE MUNICIPAL CODE: BID PREFERENCE FOR CITY- BASED BUSINESSES.

SPECIAL INSTRUCTIONS TO BIDDERS
TERM CONTRACT: SUB-SURFACE
DRAINAGE & SEWER DRAINS; #2698

1. Bid Prices: Prospective Bidders shall submit unit prices as outlined on the bid schedule. All prices shall include FOB destination, inside delivery

NOTE: GROUPS ON THIS BID ARE ESTABLISHED FOR THE PURPOSE OF PRODUCT IDENTIFICATION ONLY.

2. Basis of Award: Paragraph 15 of the Standard Form of Contract Proposal, Form 127, (Standard Instructions to Bidders) is amended to include the following:

For the purpose of evaluating bids to determine the lowest responsible bidder, 15% local preference will be applied in accordance with Section 2-560 of the Municipal Code as amended, a copy of which is attached hereto for your information.

This bid shall be awarded to the lowest responsible bidder by total low bid. Therefore, bidders must bid on every item in order to be considered for award.

3. Variable Quantities: The quantities and delivery points set forth in this bid shall be subject to the variation stipulated in Paragraph 10 (c) of the "Standard Instructions to Bidders" (Form 127).
4. Term of Contract: The term of this contract shall be for a twenty-two (22) month period commencing on **March 1, 2003** and ending on **December 30, 2004**
5. Contract Termination: The City of Hartford reserves the right to cancel this contract, at any time, with thirty (30) days prior written notice to contractor, should any of the following conditions exist:
 - A. Funds are not appropriated by the Court of Common Council to allow continuance of this contract.
 - B. The City of Hartford, through changes in its requirements or method of operation, no longer has a need for the commodity or service.
6. Contractor Performance: If, during the term of this Contract, the Contractor; A) repeatedly fails to provide the level of services required under this Contract; B) fails to fulfill services required in accordance with agreed schedule or C) fails to comply with any other terms and conditions outlined in the Contract, the City shall have the right to terminate this Contract. Prior to termination, the City shall:
 - A. Meet with Contractor to give him/her an opportunity to respond to complaints;
 - B. Establish a remedial period for the Contractor to correct service deficiencies and/or defaults to the satisfaction of the City;
 - C. If Contractor fails to correct said deficiencies and/or defaults within the remedial period, the City shall terminate contract.
7. Estimated Requirements: The volume of commodities or amount of service listed on the bid schedule is estimated only. The City will pay for only those commodities or services actually received during the term of the contract.

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8. Liquidated Damages: The City of Hartford reserves the right to assess liquidated damages against the successful vendor in accordance with the Standard Form of Contract Proposal (Form 127), Paragraph 28.
9. Project Purchases: The City reserves the right to purchase on separate competitive bids commodities and/or services for a major project. The Contractor, however, shall be invited to bid.
10. Payment: Payment under this Contract shall be made in accordance with Finance Form 127, Paragraph 32 of the Standard Form of Contract Proposal.

The successful vendor(s) shall submit itemized invoices directly to location where supplies and/or services were delivered. Invoices must reflect unit prices and/or percentage discounts as outlined on the bid schedule.

11. References: Prospective Bidders shall submit three (3) references where similar work of this nature has been performed and/or equipment proposed has been in use within the past one (1) year.

<u>COMPANY NAME & ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE</u>
A. _____ _____	_____ _____	_____ _____
B. _____ _____	_____ _____	_____ _____
C. _____ _____	_____ _____	_____ _____

12. Insurance:

The Contractor shall obtain and maintain, at its own cost and expense, throughout the term of this contract including any and all extensions or renewals thereof, issued by an insurance company licensed to conduct business in the State of Connecticut and having a Best's Key Rating of A-VIII or better, at least, the following insurance coverage.

1. **Commercial General Liability, including Contractual Liability Insurance:**
\$1,000,000 Combined Single Limit Bodily Injury and Property Damage.
2. **Automobile Liability Insurance:**
\$1,000,000 Combined Single Limit Bodily Injury and Property Damage.
3. **Workers' Compensation:**
Statutory Limits in accordance with Connecticut General Statutes

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4. **Employer's Liability:**

\$100,000 Bodily Injury for Each Accident
\$100,000 Bodily Injury by Disease for Each Employee
\$500,000 Bodily Injury by Disease Aggregate

5. **Garage Keepers Legal Liability:**

Issued on an occurrence basis with a \$2,000,000 Single Limit for the term of the contract and if on a claims made basis for two years following its completion.

6. **The City of Hartford is included as an Additional Insured, ATIMA.**

(This requirement does not apply to Workers' Compensation and Professional Liability coverage.)

THIS WORDING MUST APPEAR IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACORD INSURANCE CERTIFICATE FORM.

7. In the event that the Provider has any self-insured retentions or deductibles under any of the minimum required coverages; the Provider must identify on the Certificate of Insurance the nature and amount of such self-insured retentions, deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles shall be the sole responsibility of the Provider.
8. The Contractor shall provide the City, within five (5) days of receipt of Notice of Selection and prior to the commencement date of this agreement and thereafter upon renewal of any required insurance hereunder, certificate(s) of insurance evidencing coverage as required by this contract and that the coverages will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) without thirty (30) days advance written notice to the City.
9. The insurance requirements shall apply to all subcontractors, if any.
10. Insurance requirements and coverages may be reviewed from time to time during the term of this Contract and all extensions and renewals hereof. The Provider agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.
11. Cancellation or other termination of insurance policies required by this Agreement, without immediate replacement thereof, may be considered a default in the terms and conditions of this Agreement. The Provider agrees that such default may be cured by procurement of insurance on behalf of the Provider, at the Provider's expense, and at the City's option.

Hold Harmless Agreement: The Contractor shall, at all times, defend, indemnify, protect and save harmless the City and its officers, agents and employees from any and all claims or demands for damages for bodily injury, including death, or property damages sustained by any party, including officers, agents, and employees of the Contractor. Said hold harmless clause shall include, but not be limited to investigation, defense and settlement or payment or judgment of any legal liabilities hereunto aforementioned.

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13. Attachments: The following documents are attached hereto and made a part of this bid:

- A. Section 2-545 and 2-548 of the Hartford Municipal Code.
- B. Standard Form of Contract Proposal (must be completed and returned with bid).

Equal Employment Opportunity: As a condition of doing business with the City your firm must be certified by the City as Equal Opportunity Employers. The City's Bidder's EEO Report is attached for this purpose and made an integral part of this bid. Please complete the form in its entirety and return it with your bid.

If your firm has received City certification within the previous eleven (11) months, please submit a copy of your certification in lieu of completing the Bidder's EEO Report. (rev. 3/97)

If your company employs four (4) or more people, please submit your EEO Policy Statement with your EEO Report.

14. Protection of Persons Property: The successful contractor shall maintain as required by existing conditions and progress of work, all reasonable safeguards for safety and protection.

These will include, but not be limited to: protection for holes by use of wood and steel plate, posting of warning signs promulgating safety regulations and notifying the owners and users of adjacent properties.

15. Recalls: The contractor will be responsible for all recalls due to negligence or poor workmanship. Recalls of this nature must be performed within five (5) days from day of notification by the City.

16. Licenses: The successful vendor will be responsible for obtaining any and all licenses required to perform work under this contract. The successful contractor must hold a minimum current P-7 license to perform work outlined herein, and provide a photocopy of this license with original bid documents.

SPECIFICATIONS
TERM CONTRACT: SUB-SURFACE DRAINAGE AND SEWER REPAIRS; #2698

INTENT:

It is the intent of the City of Hartford to enter into a term contract with an experienced contractor to perform minor sub-surface and drainage repairs for the Hartford Public Schools System.

EQUIPMENT AND MANPOWER:

The successful contractor should own or will rent the following equipment: (this list represents a minimum of equipment necessary):

- 1 - Backhoe
- 1 - Sludge Pump
- 1 - Jack Hammer
- 1 - Water Pump
- 1 - Vibrator/Tamper
- 1 - Gas driven Air Compressor

The City reserves the right to verify ownership of such equipment prior to award.

HOURLY RATES:

Hourly labor and rental rates should be based on an eight (8) hour day, Monday through Friday, 8:30 - 4:30. Labor rates in Group I must include all tools, equipment, supervision and travel time necessary to complete the job.

Item 1: The hourly excavation rate shall represent the minimum equipment and manpower required for all work. Any vendor submitting a bid is affirming that he/she either owns or will rent equipment necessary to perform excavation work under this contract. The City will not authorize additional rental charges for any of these items after the award has been made.

SCOPE OF WORK:

The successful contractor will excavate, compact and grade various sites as required by the City.

COMPACTION:

The entire area of each fill layer in embankment areas shall be uniformly compacted to at least the required minimum density by use of compaction equipment consisting of rollers, compactors or a combination thereof.

STABILITY of EXCAVATIONS:

1. Slope ground away from buildings to facilitate drainage.
2. Refill and compact area which settles or erodes.
3. Areas not completely detailed shall be sloped to drain to not less than 1/4" to the foot.

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4. Adjust level of rough grading to conform with finish grade conditions.
5. Finish sub-grade firmly compacted and parallel to finishing grade free of irregular surface changes.
6. During grading operations, drainage of site and adjacent areas shall be maintained continuously to prevent erosion or other damage; when necessary to interrupt drainage affected by the work, provide temporary facilities.
7. The contractor shall keep trenches free from standing water at all times. All necessary pointing and/or pumping shall be performed and maintained at the contractor's expense.

SHORING AND BRACING:

Contractor shall provide, install, maintain and remove all shoring, bracing and other items necessary to retain banks of trenches and prevent cave-ins and displacement of adjoining ground. Shoring and bracing shall be entirely independent of footings and foundations and shall not trust against any portion of the structure.

CUTTING AND REMOVING PAVEMENT:

The contractor shall remove only as much existing pavement as necessary to do the work. In the case of excavating made in paved surfaces that are to remain, he shall cut the pavement ahead of the excavation. All pavement shall be cut with a saw or pneumatically-operated spade. Cutting and removal shall be done so as to produce clean, uniform, vertical edges without damage to the remaining pavement.

SOIL MATERIALS:

1. Soil materials shall be free from organic matter and deleterious substances containing no rocks or lumps over 6" in greatest dimension and with not more than 15% of the rocks or lumps larger than 2 3/8" in their greatest dimension.
2. Fill material is subject to the approval of the City. Material is to be removed from excavations or imported from off-site borrow areas, predominantly granular, non-expansive soils free from roots and other deleterious matter.
3. Rocks having a dimension greater than 1" are not permitted in the upper 12" of fill or embankment.
4. Cohesion less material used for structural backfill shall be sand free from organic material and other foreign matter, and as approved by the City.
5. Where granular base is required for under building slabs, aggregate shall comply with job requirements.

LOAM:

When required, loam will consist of fertile soil containing an amount of organic matter normal to the region, capable of sustaining healthy plant life and reasonably free from subsoil, roots, heavy or stiff clay, stones larger than 2" in greatest dimension noxious weeds, sticks, brush, litter, and other deleterious matter.

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RESPONSE TIME:

Contractor shall be required to commence excavation work within ten (10) days of notification by the City.

EMERGENCY WORK:

When notified by the City, the contractor shall be given all the specifications of the emergency work and the location. The contractor shall respond to the emergency notification within two (2) hours. This will allow the contractor time to assemble necessary equipment and manpower and travel to job site. If required, the City Supervisor will have the utility company shut off any service that poses a problem.

WEATHER PROTECTION:

The contractor shall at all times provide protection against weather (rain, wind, storms, frost, snow, cold, heat) so as to maintain all work, materials, apparatus and fixtures free from damage.

All equipment left on City property shall be deemed the responsibility of the contractor.

CITY OF HARTFORD BID ATTACHMENT

Ordinance amending Section 2-545 of the Hartford Municipal Code will be used in determining the lowest responsible bidder(s). For your information, the ordinance reads as follows:

Section 2-545. **NOTICE OF INVITATION FOR BIDS TO BE PUBLISHED; CONTENTS; CONTRACTS LIMITED TO EQUAL OPPORTUNITY EMPLOYERS.**

(a) In every instance of purchase or sale requiring sealed bids, notices inviting sealed competitive bids shall be published at least once in a daily newspaper in the City as provided in Section 2-4 and at least five (5) calendar days must intervene between the date of last publication and the final date for submitting bids. Such notices shall include a general description of the articles to be purchased or sold, shall state where bid blanks and specifications may be secured, and the time and place for opening bids. Such notices shall further state that all contracts will be awarded only to responsible bidders as defined by section 2-548. The bid specifications shall include a copy of this section and section 2-548. The specifications shall also include documents for evaluating the equal employment opportunity status of the bidder on forms that are prepared by the City Manager. Such documents, to be completed and signed by the bidder, may request all such information necessary to determine whether a bidder is an equal opportunity employer and must be submitted by the bidder with his bid. Such documents shall include the following provision:

"The bidder understands and agrees that his, her or its failure to meet the equal opportunity requirements established by this section and by section 2-548 of the Code will preclude such bid from being considered. The bidder agrees to the procedure set forth in Section 2-548 of the Code in regard to the determination of whether such bidder is an equal opportunity employer. The bidder also understands and agrees that the equal opportunity documents will become a part of the contract, and that a breach of the provisions of the equal opportunity documents will constitute a breach of the contract subject to such remedies as provided by law."

(b) Affirmative action requirements for contracts for public works and improvements shall be governed exclusively by the provisions of Article X of this chapter, unless such contracts are for an amount less than ten thousand dollars (\$10,000.00). (Code 1977, 2-2-263; Ord. No. 12-81, 3-23-81,; Ord. No. 42-83, 10-24-83)

CITY OF HARTFORD BID ATTACHMENT

Ordinance amending Section 2-548 of the Hartford Municipal Code will be used in determining the lowest responsible bidder. For your information, the ordinance reads as follows:

Be It Ordained by the Court of Common Council of the City of Hartford: that Section 2-548 of the Municipal code be amended as follows:

Section 2-548. **DETERMINING AWARD; REJECTION AND RE-ADVERTISEMENT;
CONTRACTS LIMITED TO THE LOWEST RESPONSIBLE
BIDDER.**

(a) The contract for which sealed bids are invited shall be awarded to the lowest responsible bidder. Any person or organization is deemed not to be a responsible bidder that:

- (1) Is not an equal opportunity employer;
- (2) Has been found by a court or administrative body of competent jurisdiction to be in violation of the National Labor Relations Act and that such violation continues to exist;
- (3) Has been found by a court or administrative body of competent jurisdiction to be in violation of the Labor Relations Act for the State of Connecticut, Title 31, Chapter 561 and that such violation continues to exist; or;
- (4) Is found to be delinquent in the payment of personal and/or real property taxes or is found to be the owner of an interest of twenty-five (25%) percent or more in a corporation that is delinquent in the payment of personal or real property taxes.

(b) In any case, where a bidder is found to be delinquent in the payment of personal and/or real property taxes, the Purchasing Agent may require that the bidder submit a plan whereby the bidder will make current all arrearage of such taxes. Such plan shall include a schedule of payments sufficient to make such bidder current within a time period satisfactory to the City Manager. The submission of such approved plan will certify the bidder as a responsible bidder with respect to tax delinquency. Subsequent to the opening of the bids for a City contract, the Purchasing Agent shall forward the name of the lowest responsible bidder to the Executive Director of the Human Relations Commission. The Executive Director of the Human Relations Commission, and/or his designee, shall review each bidder to determine whether the bidder can be accepted to be an equal opportunity employer. Within three (3) days after receiving the name of the bidder along with the requisite information, the Executive Director of the Human Relations Commission shall make written recommendations to the city manager.

(c) The City Manager shall certify whether the bidder is deemed to be a responsible bidder. If the city manager deems a bidder to meet the city's requirements, the bidder will be certified for a period of 1 year. In each case, where the City Manager determines that a bidder is not deemed to be a responsible bidder, he shall state his reasons in a written opinion to be forwarded to the Purchasing Agent, the Executive Director of the Human Relations Commission and the bidder. The decision of the City Manager that a person is not deemed to be a responsible bidder shall be appealable by written notice, by the bidder to the contract enforcement committee, as set forth in subsection 2-633(c), within five (5) days after the receipt of the City Manager's written opinion. The contract enforcement committee may reverse the City Manager's determination by a majority vote. The bids of all persons and organizations who are not certified as responsible bidders shall not be accepted. In determining whether any given bidder to the City can be accepted as an equal opportunity employer, the bidder will be required to submit certain information, with his bid, on forms provided by the City. Such information will be reviewed and evaluated by the Executive Director of the Human Relations Commission and/or his designee. Such information shall comprise the:

- (1) Present total work force of the bidder and the participation of minority and female workers therein;

- (2) Existing job categories occupied by minority and female workers in relation to the overall workforce of the bidder;
- (3) Relationship of the bidder's minority and female workforce, by job category, to the bidder's labor market area;
- (4) Commitment of the bidder to hire minority and female workers when present minority and female workforce is not representative of minority and female workforce availability in the bidder's labor market area;
- (5) Submittal by a bidder of a company policy statement of Equal Employment Opportunity.

(d) Quality offered, delivery terms and service reputation of the vendor may be taken into consideration in determining the successful bidder. In the event that more than one lowest responsible bid has been received, the location of the vendor's principal place of business may also be taken into consideration with preference accorded to a city located business over a noncity-located business, a state-located business over a nonstate-located business, and a domestic business over a foreign business. Upon recommendation by the Purchasing Agent, the equal employment opportunity provisions of this section may be waived in the sale of city property.

(e) The City Manager shall have the power to reject any of all bids, or the bid for any one or more commodities or contractual services included in the proposed contract, when the public interest is served thereby, and to direct the Purchasing Agent to advertise again for bids. If all bids received are for the same total amount or unit price, and if the public interest will not permit the delay of re-advertising for bids, the City Manager may direct the Purchasing Agent to purchase the commodities or contractual services in the open market, provided the price paid in the open market shall not exceed the lowest contract bid price submitted for the same commodity or contractual service.

(f) No transaction which is essentially a unit shall be divided for the purpose of evading the intent of this section.

(g) For purposes of this Section and Section 2-545 of the Municipal Code, the following definitions for minority workers shall apply:

- (1) *BLACK* (not of Hispanic origin). All persons having origins in any of the Black racial groups of Africa.
- (2) *HISPANIC*. All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
- (3) *ASIAN* or *PACIFIC ISLANDER*. All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
- (4) *AMERICAN INDIAN* or *ALASKA NATIVE*. All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

This ordinance shall take effect upon adoption.

CITY OF HARTFORD BID ATTACHMENT

Ordinance amending Section 2-560 of the Hartford Municipal Code will be used in determining the lowest responsible bidder. For your information, the ordinance reads as follows:

Be It Ordained by the Court of Common Council of the City of Hartford:

That Section 2-560 of the Municipal code is hereby amended to read as follows:

(a) For the purpose of this section "City based business" shall mean a business with a principal place of business located within the City of Hartford. A business shall not be considered a "City based business" unless evidence satisfactory to the Purchasing Agent has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Hartford. Such evidence may include evidence of ownership of or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

(b) The lowest responsible bidder shall be determined in the following order:

(1) Any City based bidder which has submitted a bid not more than fifteen (15) percent higher than the low bid provided such City based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City based bidder have submitted bids not more than fifteen (15) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City based bidders which submitted the lowest bid.

(2) The low bidder.